



INSTRUCTIONS FOR COMPLETING EASEMENT & RIGHT-OF-WAY USE AGREEMENTS

This agreement must contain:

1. One of the following:

- Application
- Exhibit No. 3

2. Three of the following:

- Agreement
- Exhibit No. 1
- Exhibit No. 2
- Exhibit No. 2A
- Exhibit No. 4

The above forms shall be signed (in black ink only) by a legal partner, corporate officer, or individual owner of the land. An authorized agent of the land owner must submit a Power of Attorney.

PLEASE READ THE FOLLOWING VERY CAREFULLY:

APPLICATION: The application must be completely filled out, signed, and notarized in black ink. Item No. 5 on the application should be checked in the Map Room, located on the 1st floor, for existing utilities in the easement.

AGREEMENT: The three agreements shall be individually completed, signed, and notarized in black ink. Do not submit copies of signatures and notary acknowledgments. In the blanks of the heading paragraph, please describe specifically the intended use of the easement or right of way.

EXHIBIT NO. 1: This exhibit shall be submitted in triplicate to be filed with the Easement Use Agreement. This instrument shall be a very precise metes and bounds description of the part of an easement or right of way to be used. This information is best provided by a registered land surveyor. **The City staff is not authorized to prepare this information. Please do not request this service.** **NOTE:** Metes & bounds is a written description used by surveyors and engineers to describe the boundary of the property. Do not place drawings or plats on this exhibit.

EXHIBIT NO. 2: **Please place all required information within the heading of this exhibit on the attached 8 1/2"x11" paper.** You may submit additional 8 1/2"x11" sheets by identifying them as "1 of 2", "2 of 2", etc. (**NOTE:** Carefully line, dimension, and provide the appropriate courses about area of easement described in Exhibit No. 1 on this exhibit.) Please limit the area of usage of the easement/right of way to only that needed to accommodate your needs. **You may reduce large plans or a plat, providing the final document is legible. City staff will make the decision about legibility.**

EXHIBIT NO. 2A: We will need to have a detail and/or cross-section of the deck, sign, retaining wall, fence, drive, piers, footing depth, etc. Limit these submittals to 8 1/2" x 11" exhibit sheets. Again, you may provide additional copies. (**NOTE:** This information sheet should be forwarded to your surveyor.)

EXHIBIT NO. 3: This will need to be signed by all agencies listed regardless of whether they have utility equipment in the easement. This will need to be done before submittal to the City of Arlington.

- NOTE:**
1. You or your surveyor may contact the Development Services Desk at 817-459-6503 for more information about these forms.
 2. After this agreement is filled out, you will need to return it to the Building Inspections Division, at which time you will be required to pay a \$125 non-refundable application fee.
 3. This agreement will be circulated throughout five departments within the City of Arlington. Please allow approximately two to three weeks for circulation.
 4. When this agreement has been circulated and approved by the necessary City departments, you will need to submit a check made payable to "County Clerk-Tarrant County" for the appropriate fees to file this document with the County. Check the County Clerk Fees by calling 817-884-1195 or on-line at <http://www.tarrantcounty.com/ecountyclerk/cwp/view.asp?A=735&Q=427276>
 5. Upon receipt of the payment of filing fees, as outlined in #4, a cover memo from the Building Official will be attached and sent to the Deputy City Manager for his signature. The agreement is then returned to the Building Inspections Division. Copies of the agreement and application will be given to the person responsible for issuing the permit relevant to the installation, and the agreement is then sent to Tarrant County for filing. After being filed with Tarrant County, the agreement is returned to Building Inspections; and a copy of the filed agreement is sent to the applicant for their records.

EXHIBIT NO. 4: This exhibit shall be submitted in triplicate to be filed with the Easement Use Agreement.

EXHIBIT NO. 1

Being that portion of that certain public utility easement/drainage easement/right of way situated in _____ Addition/Survey, or adjacent to right of way, to the City of Arlington, Tarrant County, Texas, and being more particularly described by metes and bounds as follows:

NOTE: Do not place drawing or graphics on this page.

EXHIBIT NO. 2

The following is a detailed drawing depicting the area or portion of the easement/right of way and property described in Exhibit No. 1, a plat of the utility easement/drainage easement/right of way to be the subject of the joint use agreement in the above-numbered application showing the surrounding area to the nearest streets in all directions, abutting lots, the block or blocks in which the portion of the utility easement/drainage easement/right of way sought to be the subject of joint use is situated, and the addition or additions in which the portion of the utility easement/drainage easement/right of way sought to be joint use is situated.

This drawing shall include a north arrow, legal description of the subject property and adjoining properties. The easement shall be designated on this drawing as **utility, drainage, private access, etc.**

EXHIBIT NO. 2A

The following is a detailed and/or cross-section drawing of the improvement(s) in the utility easement/drainage easement/right of way to be the subject of the joint use agreement in the above-numbered application.

EXHIBIT NO. 3

The undersigned public utility companies, using or entitled to use, under the terms and provisions of our respective franchise with the City of Arlington, that portion of the public utility easement/drainage easement/utility easement/right of way sought to be in the Application for joint use of the utility easement/drainage easement/utility easement/right of way, do hereby consent to the joint use of the described portion of such utility easement/drainage easement/utility easement/right of way in Lot(s) _____, Block(s) _____ of the _____ Addition of the City of Arlington, Tarrant County, Texas.

Street address: _____

Atmos Energy Company*

By: _____
(Please Print)

Title: _____
(Please Print)

Signature: _____

Cable Company (Comcast)

By: _____
(Please Print)

Title: _____
(Please Print)

Signature: _____

*Note: By signature, Applicant also accepts the terms and conditions on Exhibit No. 4 attached hereto and made a part hereof for all intent and purposes.

TXU Electric Delivery Company*

By: _____
(Please Print)

Title: _____
(Please Print)

Signature: _____

Telephone Company (SBC)

By: _____
(Please Print)

Title: _____
(Please Print)

Signature: _____

*Note: By signature, Applicant also accepts the terms and conditions on Exhibit No. 4 attached hereto and made a part hereof for all intent and purposes.

EXHIBIT NO. 4

That Applicant shall and does hereby agree to indemnify, hold harmless and defend TXU Electric Delivery Company ("TXU ED") and Atmos Energy Company ("Atmos Gas"), its officers, agents and employees, from and against any and all claims, demands, losses, costs, damages, cause of action, suits and liability of any kind, including all reasonable expenses of litigation, court costs and attorney's fees, for injury to or death of any person, or for damages to Applicant's property and Improvements arising out of or in any way resulting, directly or indirectly, from or incident to any activity, circumstance or connected with, Applicant's use of the Improvements on the easement/right of way, the operation or existence of TXU ED and Atmos Gas facilities on the easement/right of way or their proximity to the Improvements, including but not limited to, such claims, demands, causes of action, suits and liability resulting from the sole or concurrent negligence, strict liability or other fault of TXU ED and Atmos Gas.

That Applicant shall and hereby agrees, at the sole cost and expense to Applicant, reimburse all reasonable costs of removal and/or relocation of TXU ED and Atmos Gas facilities, which due to the Applicant's use of the easement/right of way and the in the sole judgment of TXU ED and/or Atmos Gas, impair, endanger or interfere with the construction, efficiency or convenient operation and maintenance of TXU ED Company present or future facilities located within the easement/right of way.

**APPLICATION FOR THE JOINT CITY/APPLICANT USE OF A PORTION OF A
PUBLIC UTILITY EASEMENT/DRAINAGE EASEMENT/RIGHT OF WAY**
in the _____ Addition of the City of Arlington, Tarrant County, Texas
Street Address _____ (if applicable)

Date: _____

To the Mayor & City Council of the City of Arlington:

The undersigned hereby makes application for the joint use of that portion of the public utility easement/drainage easement/right of way situated in the above-named addition, and particularly described in Exhibit No. 1 of the attached agreement. In support of this application, the undersigned represents and warrants the following:

1. The undersigned will hold the City of Arlington harmless and indemnify it against all suits, costs, expenses, and damages that may arise or grow out of my use of the easement/right of way.
2. In the attached agreement marked Exhibit No. 2 is a plat or sketch of that portion of the public utility easement/right of way sought to be used by the applicant and the surrounding area to the nearest streets in all directions showing the abutting lots and blocks and the addition in which the above described portion of such utility easement/drainage easement/right of way is situated, together with the record owners of such lots.
3. Also in the attached agreement marked Exhibit No. 3 is the consent of public utilities to such joint use and Exhibit No. 4 relative to additional conditions of TXU Electric Delivery Company and Atmos Gas Company.
4. The reason for the use of the easement/right of way is as follows:

5. Such public utility easement/drainage easement/right of way has been and is being used as follows:

6. I respectfully request your favorable consideration of this application for joint use of the easement/right of way described and will authorize the execution of the attached agreement.

Signed: _____

Name: _____

Address: _____

City _____ State _____ Zip _____

Telephone: _____

Fax Number: _____

THE STATE OF TEXAS §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day, personally appeared _____, known to me to be a credible person and one of the signers of the foregoing application, and who, after being by me duly sworn, did upon his/her oath, state that the information contained in such application is true and correct to the best of his/her knowledge and belief.

Notary Seal:

Notary Public in and for _____ County
State of Texas

THE STATE OF TEXAS §

Easement Use Agreement

COUNTY OF TARRANT §

Right of Way :

That the City of Arlington, herein after referred to as "City," and its franchised Utility Companies, herein referred to as "Utilities," do consent and agree to permit _____, herein after referred to as "Applicant," to use an easement/right of way dedicated to City. Such easement/right of way being described in Exhibit No. 1 of the attached, to be used for the purposes of _____ upon the following conditions:

I.

That Applicant, his successors or assigns shall maintain and keep in sightly condition all of the easement area and the improvements situated thereon; and, that City and Utilities shall not become responsible for such maintenance at any time in the future.

II.

That Applicant shall and does hereby agree to indemnify and hold harmless City and Utilities from any and all damages, loss or liability of any kind whatsoever by reason of injury to property or third person occasioned by its use of the easement/right of way or act of omission, neglect or wrong doing of Applicant, his officers, agents, employees, invitees or other persons, with regard to the improvements and maintenance of such improvements; and the Applicant shall, at his own cost and expense, defend and protect City and Utilities against any and all such claims and demands.

III.

That Applicant shall arrange for all activities and improvements in the easements to be discontinued and/or removed within thirty (30) days of notification, at the direction of City, for: 1. Lack of maintenance to the right of way. 2. Failure to provide access to the City or its designees. 3. Compliance with a City Council directive that use of the easement by the Applicant be discontinued. The cost associated with the discontinuing of such activities and the removal of such improvements, as well as property adjacent to the easement/right of way necessitated by such discontinuation of the easement/right of way use, shall be borne by the Applicant.

IV.

That Applicant, his successors or assigns shall not seek compensation from City or Utilities for loss of the value of the improvements made hereunder when such improvements are required to be removed by Applicant.

V.

This agreement shall be filed of record in the Deed Records of Tarrant County, Texas, and shall bind all future owners of this lot and shall for all purposes be considered a covenant running with the land.

IN TESTIMONY WHEREOF, Applicant executes this Easement/Right of Way Use Agreement on this _____ day of _____, 20____.

City of Arlington Ronald L. Olson

Print Name

By: _____
Deputy City Manager

By: _____
Applicant's Signature

NOTE: Complete Acknowledgement on following page.

NOTE: Complete appropriate acknowledgement only.

THE STATE OF TEXAS §

Corporate Acknowledgment

COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that same was the act of said _____, a corporation, and that he executed same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 20____.

Notary Public in and for the State of Texas

My Commission Expires: _____

THE STATE OF TEXAS §

Individual Acknowledgment

COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 20____.

Notary Public in and for the State of Texas

My Commission Expires: _____

THE STATE OF TEXAS §

City of Arlington Acknowledgment

COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that same was the act of said _____, a municipal corporation, and that he executed same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 20____.

Notary Public in and for the State of Texas

My Commission Expires: _____